



MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
U.S. GEOLOGICAL SURVEY  
AND THE  
NATIONAL ASSOCIATION OF COUNTIES  
FOR  
COORDINATION AND COOPERATION  
PERTAINING TO  
*THE NATIONAL MAP*

## **I. PURPOSE**

This Memorandum of Understanding (MOU) establishes a framework for multi-lateral intergovernmental coordination and cooperation between the U.S. Geological Survey (USGS) and the National Association of Counties (NACo) (hereinafter also referred to as “Parties” or “Party”) as an umbrella for more specific projects and collaboration. The purpose is to facilitate greater partnership development, cooperation, and communication among USGS, NACo, and county governments across the Nation in areas of mutual interest pertaining to *The National Map*.

## **II. BACKGROUND**

A core mission of the USGS is to ensure that current, accurate, and complete base geographic information is available for the Nation. The USGS is facilitating the development and implementation of *The National Map*, which is a seamless, continuously maintained set of public domain geographic base data that are available through a network of online digital databases. *The National Map* provides a nationally consistent geographic data framework for the country and serves as a foundation for integrating, sharing, and using data easily and reliably. It provides public access to high quality, geospatial data and information from multiple partners to help inform decision-

making by resource managers and the public, and to support homeland security and emergency management requirements. To build and maintain *The National Map*, the USGS is committed to organizing and leading cooperative activities that link Federal, State, and local governments with the private sector and the public at large to ensure that current geographic base information is readily available and useful. The USGS recognizes the role of county governments in helping to facilitate access, integration, and sharing of local information for *The National Map*. Through this MOU, USGS seeks to enable long-term partnerships with NACo and counties across the Nation in the development, maintenance, dissemination, and use of *The National Map* that will be beneficial to both county governments and the Federal government.

More specifically, partnership between USGS and NACo through this MOU can provide an effective means to help coordinate *The National Map* implementation with the 3,066 counties in the U.S. Through a strategic relationship with NACo, whose members can benefit from and support *The National Map*, the USGS can obtain a better understanding of the needs of county governments, better design, communicate, and coordinate its programs, and better focus its partnership opportunities so that counties can participate in populating *The National Map* and join in building it. The partnership also will establish a formal communication conduit between NACo leadership and USGS. This communication conduit will be very useful as an input mechanism to USGS from NACo whenever there is a need for input to USGS – for instance on new program direction or development of program offerings.

Created in 1935, NACo is the only national organization that represents county governments in the United States. NACo's membership totals more than 2,000 counties, representing over 80 percent of the nation's population. NACo is a full-service organization that provides an extensive line of services including legislative, research, technical, and public affairs assistance, as well as enterprise services to its members. The association acts as a liaison with other levels of government, works to improve public understanding of counties, serves as a national advocate for counties and provides them with resources to help them find innovative methods to meet the challenges they face. NACo is involved in a number of special projects that deal with such issues as the environment, sustainable communities, volunteerism and intergenerational studies. County officials and their staffs also participate through NACo's 28 Affiliates and Caucuses. These organizations are composed of officials who share similar responsibilities, interests or knowledge areas. NACo's Committees, whose members include county officials from every region of the country, are charged annually with evaluating issues and policies. The policy development process leads to the development of the American County Platform, which NACo uses as a guide to deliver county government's message to the Administration, Congress and the American public.

### **III. AUTHORITIES**

This MOU is entered into under Public Law 99-591 which bestows permanent authority to the USGS to “prosecute projects in cooperation with other agencies, Federal, State, and private” (43 U.S.C. 36c).

#### **IV. SCOPE**

This MOU serves as an umbrella agreement that sets forth the general terms and conditions under which the USGS and NACo will cooperate in activities involving *The National Map*. The cooperative activities covered by this MOU will include specific activities agreed to be of mutual interest within, but not limited to, the following areas: communication, outreach, and education; workshops, technical assistance, and technology transfer; joint research and joint projects; case studies; development of best management practices; personnel exchange; and participation on national advisory committees and policy boards.

#### **V. RESPONSIBILITIES**

Within the scope of this MOU, USGS and NACo agree to work together as follows:

1. When appropriate, USGS and NACo will cooperate on joint outreach and educational activities for the purpose of enhancing awareness and mutual understanding regarding county and Federal government participation in *The National Map*.
2. USGS and NACo will work to foster greater communication between the Federal government and county governments at the national level and between USGS field office staff and county officials across the country to strengthen cooperation and partnership development.
3. USGS and NACo will collaborate, when appropriate, on holding workshops, providing technical assistance, and facilitating the transfer of technology in areas of mutual interest pertaining to *The National Map*.
4. USGS and NACo may establish work groups, committees, task forces, and teams to address issues of interest to NACo members pertaining to *The National Map* such as data copyright and licensing, data liability, data security, and cost coordination and recovery, and develop white papers for circulation to NACo members.
5. USGS and NACo will work to identify benefits and incentives and recommend and/or implement technical, institutional, legislative, policy, and other innovative solutions needed to better enable county government participation in building *The National Map*.
6. USGS and NACo may undertake special projects, as mutually agreed, to prototype partnering and coordination mechanisms for integrating/linking county government data and maintenance into *The National Map* and to support intergovernmental homeland security and emergency management requirements.

- 7 USGS and NACo may exchange or co-locate personnel, as needed, to facilitate the conduct of joint activities under this MOU. USGS may provide salary support for appropriate local government personnel to perform temporary duty assignments on *The National Map* through mechanisms such as the Office of Personnel Management Intergovernmental Personnel Assignment Agreement. Each party to this agreement shall be responsible for acts of their employees, subject to applicable laws and regulations.
8. USGS and NACo will pursue activities to strengthen alliances between national geospatial data and data access initiatives, such as *The National Map* and Geospatial One-Stop (GOS), and the interests and needs of county government as may be advanced in the American County Platform.
9. USGS and NACo may participate in new or existing national advisory or policy boards and committees, such as the GOS Board of Directors, and *The National Map* implementation planning team to ensure that county government perspectives and requirements are considered in the Federal decision-making process concerning *The National Map*.
10. USGS and NACo each agree to expand when possible the level of cooperative activities between them. USGS and NACo leadership shall meet periodically to review the progress of cooperation currently under way and to discuss plans for future cooperation.

## **VI. IMPLEMENTATION**

Specific activities to be conducted under this MOU and the method of their implementation will be determined on a case-by-case basis by the USGS and NACo in consideration of the merit, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors. Separate agreements between the USGS and NACo may be developed to describe the specific relationships and responsibilities with regard to the cooperative activities under this MOU when mutually beneficial and agreeable. Any such agreements shall become annexes to this MOU and shall be executed between USGS and NACo, as appropriate, in accordance with applicable laws, regulations, and procedures. USGS and NACo will comply with the Federal Advisory Committee Act to the extent it applies.

## **VII. FINANCIAL ARRANGEMENTS**

This MOU defines the general terms upon which the USGS and NACo will cooperate. Performance under the terms of this MOU is subject to the availability of funds and personnel resources through each Party's respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between USGS and NACo will be handled in accordance with applicable laws, regulations, and procedures and shall be independently authorized by appropriate statutory authority.

## **VIII. PUBLICATIONS AND RELEASE OF INFORMATION**

When deemed appropriate, the activities conducted under this MOU will be documented and made available through publication in appropriate journals or other established channels as soon as practicable. Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that both Parties have an opportunity to review manuscripts prior to publication. In the event such reports or publications are copyrighted, each Party shall have a royalty-free right under the copyright to reproduce, distribute, and use such copyrighted work for their own purposes.

Releases of general information to the public may be made by the appropriate Party with respect to its own portion of the project/cooperation as desired. The Parties will consult with each other prior to any such releases that reference the other Party's participation, consistent with the Parties' respective laws and policies.

The Parties agree that sharing credit is mutually beneficial, and will assure that appropriate citation and attribution, including the use of official agency visual identifiers, is given for work performed under this MOU. Specific uses of a Party's logo or seal, however, will require advance approval by that Party. NACo will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the USGS, the Department of the Interior, or the name or title of any employee of the Department of the Interior in connection with this MOU.

## **IX. PARTICIPATION IN SIMILAR ACTIVITIES**

This MOU in no way restricts the Parties from participating separately in similar activities or arrangements with other public or private agencies, organizations, and individuals, including activities between USGS and NACo member counties.

## **X. ENDORSEMENTS**

Nothing in this MOU may be interpreted to imply that the United States, the Department of the Interior, or USGS endorses any product, service, or policy of NACo. NACo will not take any action or make any statement that supports or implies such an endorsement.

## **XI. EFFECTIVE DATE, MODIFICATION, AND TERMINATION**

This MOU shall take effect upon the date of the last signature and shall remain in effect for a period of five (5) years. This MOU may be modified at any time upon joint approval and may be reviewed annually or at the request of either of the Parties. This MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 90 days written notice to the other Party.

## **XII. POINTS OF CONTACT**

The following individuals will be the points of contact for this MOU:

### NACo

Mr. Bert Jarreau  
National Association of Counties  
440 First Street, NW  
Washington, DC 20001  
(202) 942-4248  
fax (202) 393-2630  
[bjarreau@naco.org](mailto:bjarreau@naco.org)

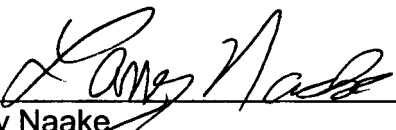
### USGS

Dr. Stanley L. Ponce  
U.S. Geological Survey  
500 National Center  
Reston, VA 20192  
(703) 648-7043  
fax (703) 648-7031  
[sponce@usgs.gov](mailto:sponce@usgs.gov)

Each Party shall promptly notify the other Party in writing in the event of a change in the designated Point of Contact.

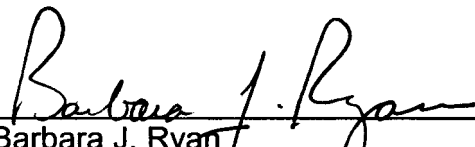
**XIII. APPROVALS**

**NATIONAL ASSOCIATION  
OF COUNTIES:**

  
\_\_\_\_\_  
Larry Naake  
Executive Director

1/14/2004  
\_\_\_\_\_  
Date

**U.S. GEOLOGICAL SURVEY:**

  
\_\_\_\_\_  
Barbara J. Ryan  
Associate Director for Geography

January 16, 2004  
\_\_\_\_\_  
Date